

November 26th, 2018

united states district courts
Southern district of new york

Rafael a. jones,
Plaintiff,

Request for Injunctive
relief pursuant to
18 U.S.c. 1345

-against-
Michael Holman, et.al.,

1:16-cv-556(AJN)(GWG)

Defendants,

United State constitutional amendments #6th, and 14th of
the (Due Process clauses)
New York state Constitution Bill Of rights article 1 sections
#2 and # 11. Fed. R. Civ. P 60(B)

Wherefore Plaintiff- petitioner states these mitigating factors
for these honorable courts:

Exhibit number 1: copy of lease signed on June 2016.

Exhibit number 2: Plaintiffs motion for trail by jury demand
in the Housing courts of bronx New york filed on Aug.27th,2018

Exhibit number 3: New lease recieved on Aug. 8th,2018.

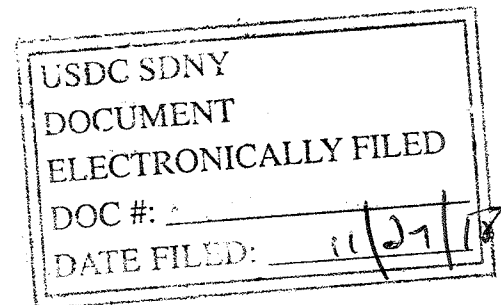
Exhibit number 4: Notice of Motion filed by BSP GiGiL.L.C. on
Nov.15th,2018.

All Exhibits are from Case Index No#26328/18
Housing Part d, Room 550 Bronx New York 10456.

1). At which point can a person file motion for relief in a
federal court, while state courts proceedings is still not
exasted. Pursuant to 28 U.S.C 2244 (1)(C).
the date on which the constitutional right asserted was initially
recognized by the Supreme court, if the right has been newly recognized
by the Supreme court and made retroactively applicable to cases
on collateral review; or.....

2). Plaintiff-Petitioner requested a trial by Jury to determine
the validity of new york state Real Property Tax Law Section
421-A of the real Property Tax Laws set forth in the New york
city Administrative code Charter attached to his lease Under the
rental stabilization Laws that prevent Landlords from increasing
tenants rents above the 2.2% allowed by new york State tax Law.

Page # 1 of 2



Trial courts can not deny anyone a requested trial by jury, even if it's on a misdemeanor case.
Defendant's and the leasing company and owner of property one GiGi porcelli of BSPGiGi L.L.C. and Property management Company of amsterdam reality property management of 243 fifth Ave. new york, New York #409, 10016.

Statement of facts as to why failure to grant
Plaintiff's requested injunctive relief would
do more harm than good:

This court case was obtained threw an action of Fraudulent Conveyances What GiGi BSP, And Amsterdam Reality did was withheld payments of rent for every single teneant that two months before lease renewal making libelous assertions to the courts, stating they never recieved rental payments from it's tenants, when in fact the rental payments all have been mailed to their same address listed above. once they get you in courts, they use the courts to assist them in an act of adding and abetting them in actions of Tax fraud by jacking tenants rents up over 200% than whan the state of new york tax law states their entitled too.

575.080 V.A.M.S., 143.191 V.A.M.S. Tax Fraud

Whereas, Plaintiff- Petitioner requests these honorable courts Grants his petition in Injunctive Relief Ordering a Stay of Proceeding and Action on Index No# 26328/18 Bronx Housing courts Part D, Room 550, until Ordered trial by Jury on Tax statute. This will Prevent Violations of Tim Duncan v. Louisaina 391 U.S, 145, on Remand 250 La.253,195, So. 2d.142.

Respectfully Submitted
Mr. rafael a. jones
1765 Townsend Ave. apt. 5H
Bronx, new york 10453-7688
phone# (646)245-9580

28 U.S. c. 1746
Certificate of Service

I certify that all statement son forgegoing documents is true to the best of my knowledge under the penalties of purgury this 26th, day of nov. 2018


Signature

Exhibit Number One

As stated in our 5th and 14th amendments Clauses Under Due Process
In a procedural Due process claim, it is not the deprivation of
property or liberty that is unconstitutional, it's the deprivation of
property or liberty without Due Process of Law without adequate
procedures: Daniels v. Williams 474, U.S. 327, 339, 106 S.Ct. 662, 88 L. ed.
2d. 662 (1986).

RENEWAL LEASE FORM

Owners and Tenants should read INSTRUCTIONS TO OWNER and INSTRUCTIONS TO TENANT on reverse side before filling out or signing this form.

THIS IS A NOTICE FOR RENEWAL OF LEASE AND RENEWAL LEASE FORM ISSUED UNDER SECTION 2523.5(a) OF THE RENT STABILIZATION CODE. ALL COPIES OF THIS FORM MUST BE SIGNED BELOW AND RETURNED TO YOUR LANDLORD WITHIN 60 DAYS.

Dated: March 24, 2017

1765 - 5H

Tenant's Name(s) and Address:

Rafael, Sr. Jones
1765 Townsend Avenue
Unit 5H
Bronx, NY 10453

Owner's /Agent's Name and Address:

BSP Gigi, LLC
243 Fifth Avenue #409
New York, NY 10016

1. The owner hereby notifies you that your lease will expire on: 06/30/17

PART A - OFFER TO TENANT TO RENEW

2. You may renew this lease, for one or two years, at your option, as follows:

Column A Renewal Term	Column B Legal Rent on Sept. 30th Preceding Commencement Date of this Renewal Lease	Column C Guideline Year Minimum \$ Amount (If unknown, check box and see below)* <input type="checkbox"/>	Column D Applicable Guideline Supplement, if any	Column E Lowest Rent Increase, if any, Effective after Sept. 30th	Column F New Legal Rent (If a lower rent is to be charged, check box and see item 5 below) <input checked="" type="checkbox"/>
1 Year	\$ <u>1,917.01</u>	(0.00%) \$ <u>0.00</u>	\$ _____	\$ _____	\$ <u>1,917.01</u>
2 Years	Same as above	(2.00%) \$ <u>38.34</u>	\$ _____	\$ _____	\$ <u>1,955.35</u>

* If applicable guideline rate is unknown at time offer is made check box in column c and enter current guideline which will be subject to adjustment when rates are ordered.

3. Security Deposit:

Current Deposit: \$ 1,200.00

Additional Deposit Required - 1 year lease: \$ 50.00

Additional Deposit Required - 2 year lease: \$ 250.00

4. Specify separate charges, if applicable:

a. Air conditioner: \$ _____

c. 421a (2.2%): \$ _____

Total separate charges: \$ _____

b. Appliances: \$ _____

d. Other: \$ _____

5. Lower Rent to be charged, if any: 1 year lease \$ 1,250.00 2 year lease \$ 1,450.00 Agreement attached: Yes ☒ No ☐

6. Tenant shall pay a monthly rent (enter amount from 2F or 5) of \$ 1,250.00 for a 1 year renewal or \$ 1,450.00 for a 2 year renewal, plus total separate charges (enter amount from 4) \$ _____ for a total monthly payment of \$ 1,250.00 for a 1 year renewal or \$ 1,450.00 for a 2 year renewal.

7. This renewal lease shall commence on 7/1/17, which shall not be less than 90 days nor more than 150 days from the date of mailing or personal delivery of this Renewal Lease Form. This Renewal Lease shall terminate on 6/30/18 (1 year lease) or 6/30/19 (2 year lease).

8. This renewal lease is based on the same terms and conditions as your expiring lease. (See instructions about additional provisions.)

9. SCRIE and DRIE. Owner and Tenant acknowledge that, as of the date of this renewal, Tenant is entitled to pay a reduced monthly rent in the amount of \$ _____ under the New York City SCRIE program or the New York City DRIE program. The reduced rent may be adjusted by orders of such program.



This form becomes a binding lease renewal when signed by the owner below and returned to the tenant. A rider setting forth the rights and obligations of tenants and owners under the Rent Stabilization Law must be attached to this lease when signed by the owner and returned to the tenant. The rent, separate charges and total payment provided for in this renewal lease may be increased or decreased by order or annual updates of the Division of Housing and Community Renewal (DHCR) or the Rent Guidelines Board (RGB).

PART B - TENANT'S RESPONSE TO OWNER

Tenant: Check and complete where indicated one of three responses below after reading instructions on reverse side. Then date and sign your response below. You must return this Renewal Lease Form to the owner in person or by regular mail, within 60 days of the date this Notice was served upon you by the owner. Your failure to do so may be grounds for the commencement of an action by the owner to evict you from your apartment.

- ☐ I (we), the undersigned Tenant(s), accept the offer of a one (1) year renewal lease at a monthly rent of \$ _____ plus separate charges of \$ _____ for a total monthly payment of \$ _____.
- ☒ I (we), the undersigned Tenant(s), accept the offer of a two (2) year renewal lease at a monthly rent of \$ 1,250.00 plus separate charges of \$ 0 for a total monthly payment of \$ 1,250.00.
- ☐ I (we) will not renew my (our) lease and I (we) intend to vacate the apartment on the expiration date of the present lease.

Dated: April 5th 20 17

Tenant's Signature(s): Rafael Sr. Jones

Dated: _____ 20 _____

Owner's Signature(s): _____

421-a RIDER for RENT STABILIZED LEASES

PLEASE INITIAL AT THE BOTTOM OF EACH PAGE

2. **Additional Rent Increases During the Tax Abatement Period:** Pursuant to Section 421-a of the Real Property Tax Laws, and in accordance with the regulations set forth in the New York City Administrative Code and Charter, the Rent Stabilization Law, as amended, and the Rent Stabilization Code, Tenant acknowledges and agrees that, commencing on the anniversary date of the commencement date of the initial lease for this apartment occurring during the twenty-first year of the tax abatement period, Owner is entitled to charge Tenant, in addition to any rent increase permitted by the Rent Guidelines Board, an additional amount equal to 2.2% of the apartment's initial rent. This dollar amount, on a cumulative basis each year, will continue to be charged until the expiration of Rent Stabilization Coverage for the subject apartment. The first such charge will occur during the period July 1, 2030 through June 30, 2031.

The above terms and conditions of this Lease have been reviewed by Tenant(s) and are hereby accepted, approved and agreed to by Tenant(s).

Mr. RAFAEL A. JONES Tenant:

[Signature] Tenant:

April 5th, 2017
Date:

Initial RS

Exhibit Number Two

Civil Court of The City
OF
NEW YORK, County
OF BRONX

P# 1 OF 4

FILED
Civil Court of the
City of New York

AUG 27 2018

Housing Court
Clerk's Office

Rafael Jones Sr,

Plaintiff, Index no#

VS.

26328

BSP 6i6i LLC,

stated on

JEFFERSON 2 LLC,

August 31st, 2018

Respondents,

Trial By Jury Demand

Plaintiff states Violation of His
14th Amend. Constitutional
Rights, States Attorney
Lacks Jurisdiction Under
§506,500; TO VIOLATE STATE
UNDER 421-A OF REAL PROPERTY
TAX LAWS

WHEREFORE Plaintiff-Petitioner
states these mitigating Facts For
these Honorable Courts:

#1) (Procedural Due Process) A
property interest requires a
legal entitlement created
By the state. Property is not
limited to interests in realty or
personalty, But the interest must
PAGE # 1 OF 4

BE RECOGNIZED BY THE STATE!

IF ~~THE~~ THE STATE SEEKS TO DEPRIVE A PERSON OF PROPERTY INTEREST, PROCEDURAL DUE PROCESS MUST BE ACCORDED!

2) WHEREFORE STATES ATTORNEY LACKED JURISDICTION TO NEGOTIATE A NEW LEASE IN VIOLATION OF NEW YORK STATE TAX LAWS UNDER THE ADDITIONAL RENT INCREASE DURING THE TAX ABATEMENT PERIOD
- PURSUANT TO SECTION 421-A OF THE REAL PROPERTY TAX LAWS, NEW YORK CITY ADMINISTRATIVE CODE AND CHARTER

#3) DEFENDANTS ARE NOT ~~ENTITLED~~ ENTITLED TO NO MORE THAN A 2.2% RENTAL INCREASE UPON RENEWAL OF LEASE.

Prior lease rent was \$1,250.00
2.2% INCREASE WOULD BE \$37.50
PAGE # 2 OF 4

Which under New York State Tax Real Property Law Sec 421-A

Upon Renewal of my lease to myself again, it would be unconstitutional, And a violation of Fletcher v. Peck 10 U.S. 87, 6 Cranch (1810) and a violation of New York State tax law.

Wherefore, Plaintiff - Petitioner Rafael A. Jones requests these Honorable Courts schedule trial by jury to establishes Courts Jurisdiction to violate New York State tax laws, that's implece authority.

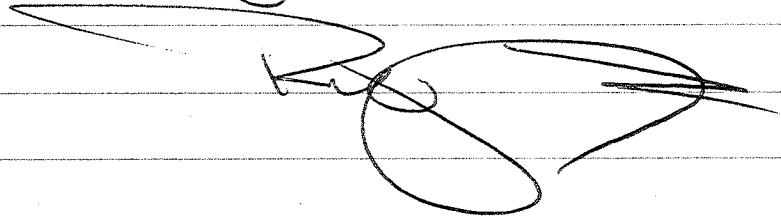
Respectfully Submitted
Mr. Rafael A. Jones
1765 Townsend Ave Apt 5H
Bronx, New York 10453
PH# (646) 245-9580

§ 28 USC § 1746

Certificate of Service

I certify that all statements on foregoing Documents is true to the Best of my knowledge under the penalties of perjury
PAGE # 3 OF 4

25th day of August 2018

A handwritten signature in black ink, consisting of a large, stylized 'R' followed by a circular flourish and a horizontal line.

page # 4 of 4

Exhibit Numbe Three

BSP Gigi, LLC
243 Fifth Avenue #409
New York, NY 10016

DATE: 8/1/2018

Rafael, Sr. Jones
1765 Townsend Avenue
Unit 5H
Bronx, NY 10453

Dear Rafael, Sr. Jones:

Enclosed please find your lease renewal package. Please use the following checklist to assist us in processing your renewal:

- Select a 1 year or 2 year lease renewal.
- Sign all pages of the lease renewal.
- **Enclose your check or money order for the "Additional Security" of \$0.00 (1 year) or \$0.00 (2 years) which is due with your renewal.**
- If you are in the Section 8 program, please bring the lease renewal to your case worker.
- Upon receipt, your renewal will be executed and a copy will be sent to you.

If you are not renewing this lease agreement, you will need to indicate so in the Part B section of the lease, and also provide the Landlord with a notarized letter stating that you will be vacating at the end of the lease. You must also indicate the forwarding address for the return of the security, if any. This information must be received 30 days prior to the lease's expiration date.

Thank you for your cooperation.

BSP Gigi, LLC

RENEWAL LEASE FORM

Owners and Tenants should read **INSTRUCTIONS TO OWNER** and **INSTRUCTIONS TO TENANT** on reverse side before filling out or signing this form

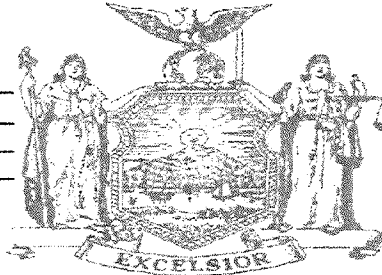
THIS IS A NOTICE FOR RENEWAL OF LEASE AND RENEWAL LEASE FORM ISSUED UNDER SECTION 2523.5(a) OF THE RENT STABILIZATION CODE. ALL COPIES OF THIS FORM MUST BE SIGNED BELOW AND RETURNED TO YOUR LANDLORD WITHIN 60 DAYS.

Dated: August 1, 20181765 - 5H

Tenant's Name(s) and Address:

Rafael, Sr. Jones1765 Townsend AvenueUnit 5HBronx, NY 10453

Owner's /Agent's Name and Address:

BSP Gigi, LLC243 Fifth Avenue #409New York, NY 10016

1. The owner hereby notifies you that your lease will expire on: 06/30/18

PART A - OFFER TO TENANT TO RENEW

2. You may renew this lease, for one or two years, at your option, as follows:

Column A Renewal Term	Column B Legal Rent on Sept. 30th Preceding Commencement Date of this Renewal Lease	Column C Guideline % or Minimum \$ Amount (If unknown, check box and see below)* <input type="checkbox"/>	Column D Applicable Guideline Supplement, if any	Column E Lawful Rent Increase, if any, Effective after Sept. 30th	Column F New Legal Rent (If a lower rent is to be charged, check box and see item 5 below) <input checked="" type="checkbox"/>
1 Year	\$ <u>1,938.88</u>	(1.25%) \$ <u>24.24</u>	\$ _____	\$ _____	\$ <u>1,963.12</u>
2 Years	Same as above	(2.00%) \$ <u>38.78</u>	\$ _____	\$ _____	\$ <u>1,977.66</u>

* If applicable guideline rate is unknown at time offer is made check box in column c and enter current guideline which will be subject to adjustment when rates are ordered.

3. Security Deposit:

Current Deposit: \$ 1,500.00Additional Deposit Required - 1 year lease: \$ 0.00Additional Deposit Required - 2 year lease: \$ 0.00

4. Specify separate charges, if applicable:

a. Air conditioner: \$ _____

c. 421a (2.2%): \$ _____

Total separate charges: \$ _____

b. Appliances: \$ _____

d. Other: \$ _____

5. Lower Rent to be charged, if any. 1 year lease \$ 1,350.00, 2 year lease \$ 1,450.00 Agreement attached: Yes ☒ No ☐

6. Tenant shall pay a monthly rent (enter amount from 2F or 5) of \$ 1,350.00 for a 1 year renewal or \$ 1,450.00 for a 2 year renewal, plus total separate charges (enter amount from 4) \$ _____ for a total monthly payment of \$ 1,350.00 for a 1 year renewal or \$ 1,450.00 for a 2 year renewal.

7. This renewal lease shall commence on 7/1/18, which shall not be less than 90 days nor more than 150 days from the date of mailing or personal delivery of this Renewal Lease Form. This Renewal Lease shall terminate on 6/30/19 (1 year lease) or 6/30/20 (2 year lease.)

8. This renewal lease is based on the same terms and conditions as your expiring lease. (See instructions about additional provisions.)

9. SCRIE and DRIE. Owner and Tenant acknowledge that, as of the date of this renewal, Tenant is entitled to pay a reduced monthly rent in the amount of \$ _____ under the New York City SCRIE program or the New York City DRIE program. The reduced rent may be adjusted by orders of such program.



This form becomes a binding lease renewal when signed by the owner below and returned to the tenant. A rider setting forth the rights and obligations of tenants and owners under the Rent Stabilization Law must be attached to this lease when signed by the owner and returned to the tenant. The rent, separate charges and total payment provided for in this renewal lease may be increased or decreased by order or annual updates of the Division of Housing and Community Renewal (DHCR) or the Rent Guidelines Board (RGB).

PART B - TENANT'S RESPONSE TO OWNER

Tenant: Check and complete where indicated one of three responses below after reading instructions on reverse side. Then date and sign your response below. You must return this Renewal Lease Form to the owner in person or by regular mail, within 60 days of the date this Notice was served upon you by the owner. Your failure to do so may be grounds for the commencement of an action by the owner to evict you from your apartment.

☒ I (we), the undersigned Tenant(s), accept the offer of a **one (1) year** renewal lease at a monthly rent of \$ 1,350.00, plus separate charges of \$ _____ for a total monthly payment of \$ 1,350.00.

☐ I (we), the undersigned Tenants(s), accept the offer of a **two (2) year** renewal lease at a monthly rent of \$ _____, plus separate charges of \$ _____ for a total monthly payment of \$ _____.

☐ I (we) will not renew my (our) lease and I (we) intend to vacate the apartment on the expiration date of the present lease.

Tenant's Signature(s): _____

Dated: 20Dated: 20

Owner's Signature(s): _____

LEASE/COMMENCEMENT OF OCCUPANCY NOTICE FOR PREVENTION OF LEAD BASED PAINT HAZARDS- INQUIRY REGARDING CHILD

You are required by law to inform the owner if a child under six years of age resides or will reside in the dwelling unit (apartment) for which you are signing this lease/commencing occupancy. If such a child resides or will reside in the unit, the owner of the building is required to perform an annual visual inspection of the unit to determine the presence of lead-based paint hazards. **It is important that you return this form to the owner or managing agent of your building to protect the health of your child.** If you do not respond to this notice, the owner is required to attempt to inspect your apartment to determine if a child under six years of age resides there.

If a child under six years of age does not reside in the unit now, but does come to live in it at any time during the year, you must inform the owner in writing immediately. If a child under six years of age resides in the unit, you should also inform the owner immediately at the address below if you notice any peeling paint or deteriorated subsurface in the unit during the year.

Please complete this form and return one copy to the owner or his or her agent or representative when you sign the lease/commencement occupancy of the unit. Keep one copy of this form for your records. You should also receive a copy of a pamphlet developed by the New York City Department of Health and Mental Hygiene explaining about lead based paint hazards when you sign your lease/commence occupancy.

- CHECK ONE: ☐ A child under six years of age resides in the unit.
☐ A child under six years of age does not reside in the unit.

(Occupant signature)

Print occupant's name, address and apartment number:

Rafael, Sr. Jones
1765 Townsend Avenue
Unit 5H
Bronx, NY 10453

(NOT APPLICABLE TO RENEWAL LEASE) Certification by owner: I certify that I have complied with the provisions of 27-2056.6 of Article 14 of the Housing Maintenance Code and the rules promulgated thereunder relating to duties to be performed in vacant units, and that I have provided a copy of the New York City Department of Health and Mental Hygiene pamphlet concerning lead based paint hazards to the occupant.

(Owner signature)

Return this form to:
BSP Gigi, LLC
243 Fifth Avenue #409
New York, NY 10016

OCCUPANT: KEEP ONE COPY FOR YOUR RECORDS
OWNER COPY/OCCUPANT COPY

421-a RIDER for RENT STABILIZED LEASES

PLEASE INITIAL AT THE BOTTOM OF EACH PAGE

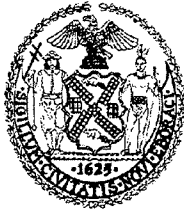
RIDER ATTACHED TO AND FORMING A PART OF THE LEASE DATED July 1, 2018 BETWEEN BSP Gigi LLC, AS OWNER AND Jones, Rafael AS TENANT(S) FOR APT.# 5H AT 1765 Townsend Avenue Bronx, NY 10453.

1. EXPIRATION OF RENT STABILIZATION DUE TO EXPIRATION OF 421-A TAX BENEFITS: It is understood that the Premises is subject to the Rent Stabilization Law, as amended and The Rent Stabilization Code, as amended, solely by virtue of the building's participation in the tax abatement program of Section 421-a of the Real Property Tax Law of the State of New York. Pursuant to Real Property Tax Law Section 421-a, the Premises shall remain subject to the Rent Stabilization Law, as amended, and the Rent Stabilization Code, as amended, only during the twenty-five (25) year period of the tax abatement (which expires on or about June 30, 2035). At the expiration of the Lease or Renewal Lease that is in effect on the date the tax abatement expires, the premises will no longer be subject to either the Rent Stabilization Law or Code and the Owner may, at that time, charge a market rental rate for the Premises. Additionally, when the tax abatement expires, the Owner will no longer be obligated to offer the Tenant a renewal lease.

[Rider Continues on Following Page]

Initial _____

APPENDIX A



THE CITY OF NEW YORK
DEPARTMENT OF HEALTH
AND MENTAL HYGIENE

Michael R. Bloomberg Thomas R. Frieden, MD, MPH
Mayor Commissioner

WINDOW GUARDS REQUIRED

Lease Notice to Tenant

You are required by law to have window guards installed in all windows if a child 10 years of age or younger lives in your apartment.

Your landlord is required by law to install window guards in your apartment: if a child 10 years of age or younger lives in your apartment,

OR

if you ask him to install window guards at any time (you need not give a reason).

It is a violation of law to refuse, interfere with installation, or remove window guards where required.

CHECK ONE

- ☐ CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT
- ☐ NO CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT
- ☐ I WANT WINDOW GUARDS EVEN THOUGH I HAVE NO CHILDREN 10 YEARS OF AGE OR YOUNGER

Jones, Rafael, Sr.

Tenant (Print)

Tenant's Signature:

Date

1765 Townsend Avenue
Bronx, NY 10453

5H

Tenant's Address

Apt No.

RETURN THIS FORM TO:

BSP Gigi, LLC

Owner/Manager

243 Fifth Avenue #409
New York, NY 10016

Owner/Manager's Address

For Further Information Call:
Window Falls Prevention (212) 676-2162

Exhibit number Four

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF BRONX – Housing Part D Room 550

BSP GIGI LLC,

Index No.: 26328/18

Petitioner,

-against-

NOTICE OF
MOTION

RAFAEL JONES SR.,

Respondent.

PLEASE TAKE NOTICE than upon the annexed affidavit of Rochelle Starring, sworn to on November 15, 2018, and upon all proceedings had herein, the petitioner will move this Court, at Part 18- D, Room 550 thereof, in the Courthouse located at 1118 Grand Concourse, Bronx, New York, on November 29, 2018, at 9:30 A.M., or as soon thereafter as the motion can be heard, for an order: RESTORING THE CASE TO THE CALENDAR, AMENDING THE PETITION TO DATE, GRANTING A FINAL JUDGMENT IN FAVOR OF PETITIONER, and granting such other relief as the Court deems proper.

Dated: Bronx, New York
November 15, 2018

Yours, etc.
Gold & Rosenblatt, Esqs.
Attorneys for Petitioner
Office & Mailing Address:
840 Grand Concourse
Bronx, New York 10451
Telephone: (718) 585-2511

To: Rafael Jones Sr.
1765 Townsend Avenue
Apartment #5H
Bronx, NY 10453

(646) 245-9580

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF BRONX – Housing Part D Room 550

-----X
BSP GIGI LLC,

Petitioner,

-against-

Index Number: 26328/18

AFFIDAVIT TO RESTORE

RAFAEL JONES SR.,

Respondent.

Street Address: 1765 Townsend Avenue

Apartment Number: 5H

County, State and Zip: Bronx, NY 10453

-----X
STATE OF NEW YORK)

COUNTY OF BRONX) ss:

Rochelle Starring, having been duly sworn deposes and says:

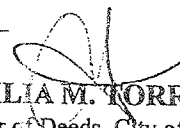
1. I am the agent of the Petitioner; I am fully familiar with the facts and circumstances set forth below and make this affidavit in support of the instant motion.
2. The parties herein entered into a stipulation on August 1, 2018 whereby Respondent was to pay \$2,077.50 by August 31, 2018. See copy of stipulation annexed as Exhibit A.
3. Respondent failed to live up to the stipulation in that Respondent did not pay \$2,077.50 by August 31, 2018.
4. Additionally, the months of September 2018, October 2018 and November 2018 have come due at \$1,350.00 per month.
5. However, petitioner has received a total of \$3,942.50 since the stipulation.
6. To date, Respondent owes \$2,072.50 as all rent due through November 30, 2018.

WHEREFORE, your deponent respectfully requests that the Court grant petitioner's motion in its entirety and Order restoring the case to the calendar, entering a final judgment in favor of petitioner, in the sum of \$2,072.50 and granting such other relief as the Court deems proper.

Sworn to before me this

15 day of Nov, 2018

NOTARY PUBLIC


CECILIA M. TORRES
Commissioner of Deeds, City of New York
No. 3-10125
Cert. Filed in New York County

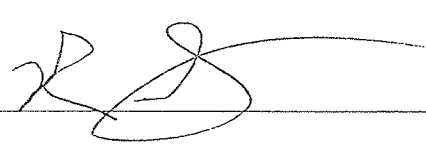


EXHIBIT A

COURT OF THE CITY OF NEW YORK
County of NY

8/1/18

Part D

Index No. L&T: 26328/18

Page 1 of 1

Hon. Weissman

BSP C-LLC & Jefferson
Petitioner(s), 2 LLC
against
Rafael Jones, Sr.
Respondent(s)
1765, 511

STIPULATION OF SETTLEMENT

The parties understand that each party has the right to a trial, the right to see a Judge at any time and the right not to enter into a stipulation of settlement. However, after review of all the issues, the parties agree that they do not want to go to trial and instead agree to the following stipulation in settlement of the issues in this matter.

Party (please print)

Petitioner

Respondent 1

Respondent 2

Respondent 3

Added/Amended
or Deleted

Appearance

No Appearance

No Answer

- ① Parties agree to settle matter as follows:
- ② Parties agree that the prepayment^{ed} rent for the term July 2017 to June 2018 was \$1,250.00 and commencing July 2018 will be \$1,350.00 through June 2019.
- ③ Petitioner to send Respondent an amended lease by Aug 10, 2018.
- ④ Based on the above calculations there is due & owing \$2,077.50 through JULY 2018.
- ⑤ Homebase represents they are having a check for \$985.00 re-issued (from March 2018) and there are two checks from July 2018 not yet rec'd (\$985.00 and \$107.50).
- ⑥ Respondent to pay \$2,077.50 by August 31, 2018 plus August rent (August rent is \$1,350.00).
- ⑦ Upon default case may be retired upon 8 day written notice to Sec. final judgment.

Rafael Jones, Sr.

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ok by Elizabeth

Rafael Jones, Sr.

EXHIBIT B

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Jones, Rafael, Sr.Page 1 Of 3
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J	Batch Number	Type	Trans Date	Charge Description	Billing/ Adjustment	Check Number	Payments	Running Balance
March 2017								
								0.00
								1917.01
03/01/17	SYS	BILL	03/01/17	APT RENT	1917.01			1200.00
03/01/17	SYS	BILL	03/01/17	PREF RENT CR	-717.01			167.00
03/01/17	25071	ADJ	03/01/17	APT RENT	-1033.00			147.00
03/01/17	25072	ADJ	03/01/17	APT RENT	-20.00			1200.00
03/00/17	25582	ADJ	03/01/17	APT RENT	1053.00			-645.00
03/00/17	26082	ADJ	03/01/17	BAL FORWARD	-1845.00			-752.50
	24731	PAID	03/15/17			38884075	107.50	-1737.50
	25096	PAID	03/27/17			43981143	985.00	-1845.00
	25130	PAID	03/28/17			39007291	107.50	
April 2017								
								-1845.00
								72.01
04/01/17	25581	ADJ	04/01/17	APT RENT	1917.01			-645.00
04/01/17	25581	ADJ	04/01/17	PREF RENT CR	-717.01			-665.00
04/00/17	26344	ADJ	04/01/17	APT RENT	-20.00			-772.50
	25454	PAID	04/05/17			39130345	107.50	-1757.50
	25967	PAID	04/13/17			44027092	985.00	-1865.00
	26148	PAID	04/20/17			39253578	107.50	
May 2017								
								-1865.00
								52.01
05/01/17	SYS	BILL	05/01/17	APT RENT	1917.01			-665.00
05/01/17	SYS	BILL	05/01/17	PREF RENT CR	-717.01			-640.00
05/01/17	SYS	BILL	05/01/17	LATE FEE	25.00			-390.00
05/01/17	SYS	BILL	05/01/17	SECURITY DEP	250.00			-340.00
05/01/17	27129	ADJ	05/15/17	SECURITY DEP	50.00	17529133312		-360.00
05/00/17	27350	ADJ	05/01/17	APT RENT	-20.00			-1345.00
	26850	PAID	05/05/17			44062976	985.00	-1595.00
	27105	PAID	05/12/17			FROM GEN	250.00	-1345.00
	27095	Reapplied	05/12/17				-250.00	-1395.00
	27129	PAID	05/15/17			17529133312	50.00	-1502.50
	27230	PAID	05/18/17			39376069	107.50	
June 2017								
								-1502.50
								414.51
06/01/17	SYS	BILL	06/01/17	APT RENT	1917.01			-302.50
06/01/17	SYS	BILL	06/01/17	PREF RENT CR	-717.01			-1287.50
	27822	PAID	06/05/17			44102526	985.00	
July 2017								
								-1287.50
								651.38
07/01/17	SYS	BILL	07/01/17	APT RENT	1938.88			162.50
07/01/17	SYS	BILL	07/01/17	PREF RENT CR	-488.88			55.00
	28886A	PAID	07/06/17			39867111	107.50	-930.00
	28886B	PAID	07/06/17			44138481	985.00	-1037.50
	29234	PAID	07/19/17			39990729	107.50	-1145.00
	29537	PAID	07/31/17			40113380	107.50	
August 2017								
								-1145.00
								793.88
08/01/17	SYS	BILL	08/01/17	APT RENT	1938.88			305.00
08/01/17	SYS	BILL	08/01/17	PREF RENT CR	-488.88			197.50
	30161	PAID	08/16/17			40236472	107.50	-787.50
	30262	PAID	08/22/17			44185610	985.00	-895.00
	30598	PAID	08/31/17			40359076	107.50	
September 2017								
								-895.00
								1043.88
09/01/17	SYS	BILL	09/01/17	APT RENT	1938.88			555.00
09/01/17	SYS	BILL	09/01/17	PREF RENT CR	-488.88			580.00
09/01/17	SYS	BILL	09/01/17	LATE FEE	25.00			-405.00
	30993	PAID	09/08/17			44216133	985.00	

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Tenant Ledger
Jones, Rafael, Sr.

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Id	Batch Number	Type	Trans Date	Charge Description	Billing/ Adjustment	Check Number	Payments	Running Balance
	31419	PAID	09/25/17			40482079	107.50	-512.50
	31838	PAID	09/30/17			40603846	107.50	-620.00
October 2017								
Opening Balance								-620.00
10/01/17	SYS	BILL	10/01/17	APT RENT	1938.88			1318.88
10/01/17	SYS	BILL	10/01/17	PREF RENT CR	-488.88			830.00
	32304	PAID	10/11/17			44253216	985.00	-155.00
	32497	PAID	10/22/17			40726308	107.50	-262.50
	32711	PAID	10/30/17			40847907	107.50	-370.00
	32853	PAID	10/31/17			44293103	985.00	-1355.00
November 2017								
Opening Balance								-1355.00
11/01/17	SYS	BILL	11/01/17	APT RENT	1938.88			583.88
11/01/17	SYS	BILL	11/01/17	PREF RENT CR	-488.88			95.00
11/01/17	SYS	BILL	11/01/17	LATE FEE	25.00			120.00
	33671	PAID	11/21/17			40969914	107.50	12.50
December 2017								
Opening Balance								12.50
12/01/17	SYS	BILL	12/01/17	APT RENT	1938.88			1951.38
12/01/17	SYS	BILL	12/01/17	PREF RENT CR	-488.88			1462.50
12/01/17	SYS	BILL	12/01/17	LATE FEE	25.00			1487.50
	34255	PAID	12/06/17			41091943	107.50	1380.00
	34537	PAID	12/19/17			44332302	985.00	395.00
	34639	PAID	12/21/17			41214405	107.50	287.50
	34906	PAID	12/31/17			44338255	107.50	180.00
January 2018								
Opening Balance								180.00
01/01/18	SYS	BILL	01/01/18	APT RENT	1938.88			2118.88
01/01/18	SYS	BILL	01/01/18	PREF RENT CR	-488.88			1630.00
	38746	Reapplied	01/11/18			FR 5J	985.00	645.00
	35606	PAID	01/22/18			41462877	107.50	537.50
	35908	PAID	01/31/18			41586769	107.50	430.00
February 2018								
Opening Balance								430.00
02/01/18	SYS	BILL	02/01/18	APT RENT	1938.88			2368.88
02/01/18	SYS	BILL	02/01/18	PREF RENT CR	-488.88			1880.00
02/01/18	SYS	BILL	02/01/18	LATE FEE	25.00			1905.00
	36344	PAID	02/08/18			44460733	985.00	920.00
	36612	PAID	02/21/18			41711284	107.50	812.50
March 2018								
Opening Balance								812.50
03/01/18	SYS	BILL	03/01/18	APT RENT	1938.88			2751.38
03/01/18	SYS	BILL	03/01/18	PREF RENT CR	-488.88			2262.50
03/01/18	SYS	BILL	03/01/18	LATE FEE	25.00			2287.50
	37193	PAID	03/06/18			41835429	107.50	2180.00
	37368	PAID	03/12/18			44510542	985.00	1195.00
	37445	PAID	03/13/18			41959667	107.50	1087.50
	38107	PAID	03/31/18			42083089	107.50	980.00
April 2018								
Opening Balance								980.00
04/01/18	SYS	BILL	04/01/18	APT RENT	1938.88			2918.88
04/01/18	SYS	BILL	04/01/18	PREF RENT CR	-488.88			2430.00
04/01/18	SYS	BILL	04/01/18	LATE FEE	25.00			2455.00
	38764	PAID	04/16/18			42206611	107.50	2347.50
	39052	PAID	04/30/18			42329303	107.50	2240.00
May 2018								
Opening Balance								2240.00
05/01/18	SYS	BILL	05/01/18	APT RENT	1938.88			4178.88

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Tenant Ledger
Jones, Rafael, Sr.

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Jd	Batch Number	Type	Trans Date	Charge Description	Billing/ Adjustment	Check Number	Payments	Running Balance
/18	SYS	BILL	05/01/18	PREF RENT CR	-488.88			3690.00
J1/18	SYS	BILL	05/01/18	LATE FEE	25.00			3715.00
	39544	PAID	05/09/18			44600404	985.00	2730.00
	39744	PAID	05/16/18			42452032	107.50	2622.50
	40157	PAID	05/31/18			42574313	107.50	2515.00
	40319	PAID	05/31/18			44644583	985.00	1530.00
June 2018								
Opening Balance								1530.00
06/01/18	SYS	BILL	06/01/18	APT RENT	1938.88			3468.88
06/01/18	SYS	BILL	06/01/18	PREF RENT CR	-488.88			2980.00
	41001	PAID	06/19/18			42696738	107.50	2872.50
	41420	PAID	06/30/18			42818809	107.50	2765.00
July 2018								
Opening Balance								2765.00
07/01/18	SYS	BILL	07/01/18	APT RENT	1938.88			4703.88
07/01/18	SYS	BILL	07/01/18	PREF RENT CR	-488.88			4215.00
07/00/18	42398	ADJ	07/01/18	BAL FORWARD	-2300.00			1915.00
	42045	PAID	07/18/18			42941084	107.50	1807.50
	42035	PAID	07/18/18			44686740	985.00	822.50
	42407	PAID	07/31/18			20062549	107.50	715.00
August 2018								
Opening Balance								715.00
08/01/18	SYS	BILL	08/01/18	APT RENT	1938.88			2653.88
08/01/18	SYS	BILL	08/01/18	PREF RENT CR	-488.88			2165.00
	43089	PAID	08/20/18			17797081374	150.00	2015.00
	43224	PAID	08/24/18			20184442	107.50	1907.50
September 2018								
Opening Balance								1907.50
09/01/18	SYS	BILL	09/01/18	APT RENT	1938.88			3846.38
09/01/18	SYS	BILL	09/01/18	PREF RENT CR	-488.88			3357.50
	43782	PAID	09/10/18			20305984	107.50	3250.00
	44163	PAID	09/20/18			17805722328	150.00	3100.00
October 2018								
Opening Balance								3100.00
10/01/18	SYS	BILL	10/01/18	APT RENT	1938.88			5038.88
10/01/18	SYS	BILL	10/01/18	PREF RENT CR	-488.88			4550.00
10/01/18	45212	ADJ	10/01/18	APT RENT	-400.00			4150.00
	45427A	PAID	10/31/18			17833592988	150.00	4000.00
	45427D	PAID	10/31/18			20662939	107.50	3892.50
	45427E	PAID	10/31/18			20428045	107.50	3785.00
	45427F	PAID	10/31/18			20775885	107.50	3677.50
	45427B	PAID	10/31/18			44830882	1970.00	1707.50
	45427C	PAID	10/31/18			44830881	985.00	722.50
November 2018								
Opening Balance								722.50
11/01/18	SYS	BILL	11/01/18	APT RENT	1963.12			2685.62
11/01/18	SYS	BILL	11/01/18	PREF RENT CR	-613.12			2072.50

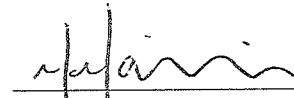
Affirmation of Service By Mail

The undersigned, an attorney admitted to practice law in the Courts of the State of New York, hereby affirms under penalty of perjury, the (s)he is a member of or associated with Gold & Rosenblatt, attorneys for Petitioner, whose business address is 840 Grand Concourse, Bronx, New York, 10451, and is not a party to this proceeding; that on November 15, 2018 affirmant served the within Notice of Motion upon respondent(s) or counsel for respondent(s) in this proceeding, by depositing a true copy of same enclosed in an envelope addressed as follows:

Rafael Jones Sr.
1765 Townsend Avenue
Apartment #5H
Bronx, NY 10453

the address of the subject premises of address designated by said attorney for the purpose, then depositing said envelope, with proper postage affixed thereto, in an official depository under the exclusive care and custody of the United States Postal Service within the State of New York

Affirmed: November 15, 2018

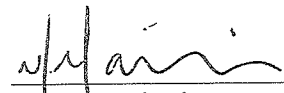


Marc Mariani

CERTIFICATION

The undersigned, an attorney duly admitted to practice law in the Courts of the State of New York, hereby affirms, pursuant to CPLR 2106 and 22 NYCRR Section 130-1.1-a, that (s)he is associated with Gold & Rosenblatt, attorneys for Petitioner, has read the foregoing Notice of Motion, Affidavit, Stipulation, and Affirmation of Service, and knows the contents thereof and hereby states after reasonable inquiry, that upon information and belief that the same are true, and are not frivolous as defined in subsection (c) of section 130-1.1. The grounds for affirmant's belief as to the matters alleged in the Notice of Motion and Affidavit are oral statements made to him/her by Petitioner's agent(s) and/or employee(s) and documents in Petitioner's file related to the matters alleged. This certification is made by affirmant instead of Petitioner for convenience and is authorized by 22 NYCRR Section 130-1.1-a.

Affirmed: November 15, 2018



Marc Mariani

L&T Index No. 26328/18
CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF BRONX

BSP GIGI LLC,

Petitioner,

-against-

RAFAEL JONES SR.,

Respondent.

NOTICE OF MOTION

GOLD & ROSENBLATT
Attorneys for Petitioner
840 Grand Concourse
Bronx, New York 10451
Telephone: (718) 585-2511

To: Rafael Jones Sr.
1765 Townsend Avenue
Apartment #5H
Bronx, NY 10453